

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Richard Boyhan 954-797-1008

PREPARED BY: Richard Boyhan, Provisional Director of IT

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: BID - A RESOLUTION OF THE TOWN OF DAVIE ACCEPTING THE BID AWARDED BY NJPA TO CDW-G FOR COMPUTER MONITORS. (\$37,799.92)

REPORT IN BRIEF: As part of the Capital Improvement Project to replace desktop computers that are at end of life and out of warranty, the Technology and Information Management Systems Department recommends the purchase of 158 - Acer 22" monitors from CDW Government, Inc. These monitors are necessary to support new applications for various systems Town wide. The current monitor size for the majority of computers used at the Town of Davie are 15" and are well over 5 years old.

A number of vendors were looked at and CDW Government offered a very aggressive price. Plus a competitive bid was done with National Joint Powers Alliance and CDW Government was award the contract. Technology and Information Management Systems department plus the Information Technology Committee recommends the purchase of monitors from CDW Government on the contract award by National Joint Powers Alliance.

PREVIOUS ACTIONS:

CONCURRENCES: The award to CDW Government, Inc. was approved by the Information Technology Committee and Provisional Director of IT.

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ 37,799.92

Account Name: Information Systems / Capital Outlay 052-0259-593-6400

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Procurement Authorization Form, Piggyback Bid Checklist, Sale Quote from CDW Government, Inc., Acer Monitor Specifications, Acer Warranty, W-9 Form, Vendor/Bidder Disclosure Form, Validation of Incorporation, Operating Contract Between CDW Government, Inc. and National Joint Powers Alliance, Document Explaining NJPA, Quotes from Dell Computer.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE ACCEPTING THE BID
AWARDED BY NJPA TO CDW-G FOR COMPUTER MONITORS.

WHEREAS, as part of a Capital Improvement Project to replace desktop computers that are at end of life, new monitors need to be purchased; and

WHEREAS, the Town has reviewed other vendor prices; and

WHEREAS, the Town accepts the operating contract between CDW Government, Inc and National Joint Powers Alliance; and

WHEREAS, after review the Town Council agrees to purchase from CDW Government, Inc. 158 Acer 22" monitors, which will cost \$37,799.92; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby accepts to purchase from CDW Government, Inc. 158 Acer 22" monitors, which will cost \$37,799.92.

SECTION 2. The Town Council hereby authorizes the expenditure from the Information Systems / Capital Outlay account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____ ,
2008

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS _____DAY OF _____, 2008

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER</u>	<u>BUDGET ITEM & DESCRIPTION</u>	<u>APPROXIMATE COST</u>
052-0259-593-6400	Information Systems / Capital Outlay	\$ 37,799.92

METHOD OF PROCUREMENT (check the one that applies)

☐ Open Competitive Bidding
☒ Piggyback on Contract Number OC-110204
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed

Department Head

Have Funds been Reserved

Date Signed

Signed

Town Administrator

BIDS SUBMITTED

VENDOR

COST

Signed

Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

Vendor

Cost

PIGGYBACK BID CHECKLIST

		Completed by
1. Piggyback of bid awarded by	National Joint Powers Alliance _____	RJB _____
2. Date of award	01/05/2005 _____	RJB _____
3. Date of expiration	01/05/2010 _____	RJB _____
4. Date of last renewal	N/A _____	RJB _____
5. Copy of bid award attached	<u>YES</u> NO	RJB _____
6. Requested item same as awarded item	<u>YES</u> NO	RJB _____
7. Approved Procurement Authorization attached	<u>YES</u> NO	RJB _____
8. Justification	Great Product at a Great Price _____ _____ _____ _____	RJB _____
9. Benefit to the Town	Saves money and time _____ _____ _____ _____ _____	RJB _____
10. Contact information sheet attached	<u>YES</u> NO	RJB _____

CONTACT INFORMATION SHEET

AGENCY CONTACTED GDW Government Inc. _____
NAME Robert Benesh _____
PHONE NUMBER 877-413-7823 _____
DATE 8/13/08 _____
COMMENTS _____

AGENCY CONTACTED Dell Computer _____
NAME Simon Gervais _____
PHONE NUMBER 800-981-3355 x 7247499 _____
DATE 8/13/08 _____
COMMENTS _____

AGENCY CONTACTED _____
NAME _____
PHONE NUMBER _____
DATE _____
COMMENTS _____



*The Right Technology.
Right Away.™*

www.CDWG.com
800-808-4239

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SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
LNP8206	6530238	8/13/2008

BILL TO
RICHARD BOYHAN
6591 ORANGE DR
TOWN OF DAVIE
DAVIE, FL 33314-3348

SHIP TO
TOWN OF DAVIE
6591 ORANGE DR
RICHARD BOYHAN
DAVIE, FL 33314-3348
Contact: RICHARD BOYHAN 954-797-1008

Customer Phone # 9547971008

Customer P.O.# LNP8206

QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ROBERT BENESH 877-413-7823	FEDEX Ground	Request Terms	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
158	1466638	ACER B223W BDMR 22" WIDE DVI SPK HA Mfg#: ACE-ET.EB3WP.002 Contract: MARKET	239.24	37799.92
SUBTOTAL				37799.92
FREIGHT				.00
SALES TAX				.00

BUY WITH CONFIDENCE. CDW IS A FORTUNE 500 COMPANY.

CDW Government, Inc.
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-0697

TOTAL **US Currency**
37,799.92

Please remit payment to:
CDW Government, Inc.
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Acer® B223W****Size/Type**

- > 22" wide-screen TFT LCD

Panel Technology

- > TN (twisted nematic)

Maximum Resolution

- > 1680 x 1050

Maximum Refresh Rate

- > 60Hz

Horizontal Frequency

- > 30KHz - 80KHz

Vertical Frequency

- > 55Hz - 75Hz

Dynamic Contrast Ratio

10000:1

- > or
2500:1

Horizontal Viewing Angle

- > 170°

Vertical Viewing Angle

- > 160°

Brightness

- > 300 cd/m²

Response Time

- > 5ms

Pixel Pitch

- > 0.282mm

Pixel Error Standard

- B/D : 3
- > D/D : 4
- Total : 5

Maximum Colors Supported

- > 16.7 million

Color Saturation

- > 72% NTSC

Bit

- B223W B bmdr: Eight + HIFRC (high frame rate control)
- > B223W bdmr: Six + HIFRC (high frame rate control)

Signal Connectors

- B223W B bmdr: VGA, DVI (HDCP), USB
- > B223W bdmr: VGA, DVI (HDCP)

Power Supply

- > 100V - 240V

AC Adapter

- > Internal

Power Consumption

- B223W B bmdr
 - On: 65W
 - Off: 1W
 - Standby: 2W
- > B223W bdmr
 - On: < 45W
 - Off: < 1W
 - Standby: < 2W

Audio

- > Two 1.0W integrated speakers

Mechanical Adjustments

Tilt: -5° ~ 15°
Swivel: 35°
Pivot: 90°
> Height adjustment: 110mm

Detachable foot stand: Yes

Kensington® Lock

> Supported

VESA Wall Mount

> Supported

Package Dimensions & LCD Weight

22.4" W x 9.0" D x 16.6" H

>
B223W B bmdr: 14.1 lb.
B223W bdmr: 16.5 lb.

Compliance

Energy Star®
> TCO'03

Chassis Color

> Black

Limited Warranty*

Three-year parts and labor limited warranty*

> *For a free copy of the standard limited warranty end-users should see a reseller where Acer products are sold or write to Acer America Corporation, Warranty Department, P.O. Box 6137, Temple, TX 76503.

Specifications are subject to change without notice.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return) CDW Government Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) 230 N. Milwaukee Ave	Requester's name and address (optional)
City, state, and ZIP code Vernon Hills IL 60061	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number 36 4230110

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Mark Mubren</i>	Date ▶ April 25th, 2008
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Town of Davie
Vendor/Bidder Disclosure**

I, Matthew Flood, being first duly sworn state that:
The full legal name and business address of the person(s) or entity contracting with the
Town of Davie ("Town") are as follows (Post Office addresses are not acceptable):

Name of Individual, Firm, or Organization:	<u>CDW Government Inc.</u>
Address:	<u>230 N. Milwaukee Ave</u> <u>Vernon Hills, IL 60061</u>
FEIN	<u>36-4230110</u>
State and date of incorporation	<u>Illinois, 5/27/98</u>

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who directly or indirectly holds five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full name and address shall be provided for each trustee and each beneficiary. All such names and address are as follows (Post Office addresses are not acceptable):

Names, Addresses, and Titles of Individual Who Will Lobby:

Full Legal Name	Address	Ownership
Please see attached sheet for complete list of officers.		%
		%
		%
		%

2. The full legal names and business addresses of any other individual (other than subcontractors, materialmen, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name

Address

none

By:



Date: 08/14/2008

Signature of Affiant

Matthew Flood - Bid Support Supervisor

Print Name

SUBSCRIBED AND SWORN TO or affirmed before me this 14th day of August 2008, by Matthew Flood - Bid Support Sup., he/she is personally known to me or has presented _____ as identification.

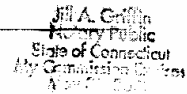


Notary Public, State of Connecticut

Print or Stamp of Notary

Serial Number

My Commission Expires :



Jill A. Griffin
Notary Public
State of Connecticut
My Commission Expires
November 2011

CDW GOVERNMENT, INC.
 Illinois C-2763, Insurance License #001718314, wholly owned subsidiary of CDW Corporation
 FEIN: 36-4230110 IL File #5968447

BOARD OF DIRECTORS

John A. Edwardson		
James R. Shanks		
Barbara A. Klein		

OFFICERS

James R. Shanks	President		
Kevin P. Adams	Vice President - Program Management		Bowen-McCauley Dance - BOD
Kenneth B. Grimsley	Vice President - Strategic Sales		
Anne B. Ireland	Vice President - Sales Planning & Operations	01/01/2008	
Barbara A. Klein	Senior Vice President and Chief Financial Officer	Title Change 08/08/07	
Christina V. Rother	Group Vice President - Public Sector	Title Change 01/01/07	
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary	Title Change 08/08/07	
Christine A. Leahy	Secretary		
Mary Jo C. Georgen	Assistant Secretary		
Lora Lavery	Assistant Secretary		



Acer Monitor Limited Warranty

Acer America Corporation

A. Limited Warranty

Acer America Corp. ("Acer") warrants the Acer monitor you have purchased from Acer America or from an Acer Authorized Reseller to be free from defects in materials or workmanship under normal use during the warranty period from the date of purchase. Your original purchase invoice (sales receipt), showing the date of purchase of the Monitor, is your proof of purchase. If you cannot provide the original purchase invoice (sales receipt), the warranty period will be based on the manufacture date-code shown on the Monitor. The warranty period applicable to the Monitor is defined as follows:

CRT Monitor	LCD Monitor
Three Years Parts	Three Years Parts
Three Years Labor	Three Years Labor
Three Years CRT	Three Years Backlight

This warranty extends only to you, the original Purchaser. This warranty applies only to the Monitor shipped with. It is not transferable to anyone who subsequently purchases, leases or otherwise obtains the Monitor from you. It excludes plastic parts. During the warranty period, Acer will repair or replace defective hardware with factory refurbished parts and products. All exchanged parts and Monitors replaced under this warranty will become the property of Acer. During the warranty period, there will be no charge for labor, parts or backlight.

To ensure timely response to any future service request, please proceed to register immediately at <http://www.acersupport.com>.

In the event the Monitor exhibits a defect in material or workmanship within the warranty period, Acer will provide the warranty services according to the following terms and conditions:

B. Warranty Limitation, Exclusions, Exclusive Remedies

This Limited Warranty does not extend to any Monitor not purchased from Acer America or from an Acer Authorized Reseller. This Limited Warranty also does not extend to any Monitor that has been damaged or rendered defective (a) as a result of use of the Monitor other than for its normal intended use, failure to use the Monitor in accordance with the User Manual which accompanies the Monitor or other misuse, abuse or negligence to the Monitor; (b) by the use of parts not manufactured or sold by Acer; (c) by modification of the Monitor; (d) as a result of service by anyone other than Acer America or Acer's Authorized Service Provider; (e) improper transportation or packing when returning the Monitor to Acer; or (f) unusual physical or electrical stress or interference, failure or fluctuation of electrical power, lightning, static electricity, fire or acts of God.

Note: All terms and conditions subject to change without notice

PN: 46/AD347.004 Rev. 0104

EXCEPT FOR THE WARRANTIES AND CONDITIONS SET FORTH HEREIN, ACER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL ACER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE OR MAINTENANCE OF THE MONITOR, EVEN IF ACER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR, REPLACEMENT OR REFUND, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN ARE YOUR SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY BREACH OF THE ACER LIMITED WARRANTY SET FORTH HEREIN.

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages for consumer products, and some states or provinces do not allow limitations on how long an implied warranty lasts. In such states and provinces, the exclusions or limitations of this Limited Warranty may not apply to you.

This Limited Warranty gives you specific legal rights. You may also have other rights that vary from state to state. You are advised to consult applicable state or provincial laws for a full determination of your rights.

C. Obtaining Carry-In or Mail-In Warranty Service

If you purchased a Monitor in the continental United States and Canada, Alaska, Hawaii or Puerto Rico, you are entitled to carry-in or mail-in repair service during the applicable warranty period subject to the following terms and conditions:

1. Carry-in or mail-in repair service is available for Monitors purchased and located in the continental United States and Canada and limited areas of Alaska, Hawaii and Puerto Rico.
2. During the warranty period, you must first contact Acer Customer Service Center prior to obtaining any repair service. Please visit www.acer.com for contact information.
3. Acer will attempt to resolve all technical issues over the phone with your assistance. If the problem cannot be resolved, you will be issued a Return Materials Authorization (RMA) Number to be used to identify the Monitor that you are authorized to return for service.
4. Authorized Carry-in service must be performed at one of the Acer Authorized Service Providers. All Acer Authorized Service Providers are located in the continental United States and Canada. You must send in the Monitor to the dedicated Acer Authorized Service Provider for Mail-in service. You must prepay any shipping charges, export taxes, custom duties and taxes or any other charges associated with transportation of the Monitor. In addition, you are responsible for insuring any Monitor shipped or returned. You assume the risk of loss during shipment.
5. Use the original shipping and packing materials and include a description of the Monitor problem. The Return Materials Authorization (RMA) Number must be placed on the exterior shipping container.
6. You must provide Acer with your name and address, a copy of the purchase invoice that shows the serial number of the monitor, and the place and date of your monitor purchase.

D. Technical Support

Please visit our support website at <http://www.acer.com> for answers to the most frequently asked questions.

Note: All terms and conditions subject to change without notice

PN: 46.AD347.004 Rev. 0104

Service Locations

Acer America Corporation

1394 Eberhardt Rd.
Temple, Texas 76504
U.S.A.
<http://www.acersupport.com>

Acer America Corporation – Canadian Operations

3375 Laird Rd.
Mississauga, Ontario, L5L 5R7
Canada
<http://www.acersupport.com>

Acer Computec México S.A. de C.V.

Berruete No. 25 Col. Nonoalco Mixcoac,
C.P. 03700, México, D.F.
Tel : (52 55) 5999 - 9400
Fax: (52 55) 5999 - 9471
Correo Electrónico sopORTE@acer.com.mx
Página Web <http://www.acer.com/mx>

Operational Headquarters for Acer Latin America

1394 Eberhardt Rd.
Temple, Texas 76504
U.S.A.
Tel: (254) 298-4519 and (254) 298-4521
Fax: (254) 298-4158
Country Homepage www.acer.com/
Service Coverage Central America; South America and the Caribbean

Note: All terms and conditions subject to change without notice

PN: 46.AD347.004 Rev. 0104

**Operating Contract Between
CDW Government, Inc. &
NATIONAL JOINT POWERS ALLIANCE**

This operating contract number **OC-110204** is a result of IFB number **IFB-110204** entitled, Technology Solutions and Related Services. This contract is made effective at the signing of both authorized parties, between CDW Government, Inc., (herein referred to as "CDW-G INC.") having its principal office located at 230 North Milwaukee Avenue, Vernon Hills, IL 60061 and the National Joint Powers Alliance (herein referred to as "NJPA") having its principal offices located at 200 1st Street Northeast, Staples, MN 56479.

In consideration of the mutual covenants contained herein, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1. PURPOSE AND INTENT

- 1.1 The purpose and intent of this operating contract is to define the administrative and marketing responsibilities of CDW-G INC. and NJPA, with regard to a purchasing and service contract which will allow qualified customers of the NJPA throughout the United States and Canada, as applicable and as service is available, the ability to purchase contracted **Technology Solutions and Related Services as a result of IFB-110204**.
- 1.2 Both parties agree to all terms and conditions of **IFB-110204** and further agree to the terms and conditions of this operating agreement defined as **OC-110204**.

ARTICLE 2. DEFINITIONS

- 2.1 **CDW-G, INC.** - As used herein all references to CDW-G, INC. and CDW Government, Inc. shall mean and include CDW-G, INC., its successors.
- 2.2 **NJPA** - As used herein, all references to NJPA shall mean the National Joint Powers Alliance and include the North Central Service Cooperative, organized pursuant to M.S. 123A.21, its successors, permitted assigns, subsidiaries, affiliates, and any of its present and future subsidiaries or organizations controlled by, controlling or under common control with it. NJPA is the national organization of the North Central Service Cooperative under the assumed name of National Joint Powers Alliance with defined authority referenced by Minnesota Statute 123A.21 Service Cooperative legislation and 471.345 Subdivision 15 of the Uniform Municipal Contracting Law.
- 2.3 **MEMBER** - As used herein a service cooperative member (herein after referred to as "member") shall be defined in accordance with Minnesota Statute (M.S. 123A.21) and includes nationally qualified members defined as any school or educational agency, public or private, cities, counties, or other governmental agencies and non-profits all of which have been deemed eligible for participation by the NJPA Board of Directors.
- 2.4 **NATIONAL MARKETING** - As a part of the NJPA National Cooperative Marketing Program, NJPA provides marketing for other Educational Service Agencies (ESAs) located in other states as they elect to participate and generate leads as a result of this contract. CDW-G, INC. agrees to honor this contract nationally and cooperate with ESAs defined by NJPA as participants in the NJPA Cooperative Marketing Program. Restrictions to AEPA states apply as defined (see 2.7 and 4.12).

- 2.5 **ESA** - As referred to is defined as an Educational Service Agency organized under the same legislative directive as NJPA and located within the State of Minnesota and in other states. This also applies to like cooperative organizations participating with NJPA to promote this contract.
- 2.6 **QUALIFIED MEMBER OR CUSTOMER** - As referred to is defined as any city, county, school, governmental agency or non-profit within the United States and Canada.
- 2.7 **AEPA** - Defined as the Association of Educational Purchasing Agencies, a twenty state purchasing group (see www.aepacoop.org).

ARTICLE 3. TECHNOLOGY SOLUTIONS AND RELATED SERVICES

Through NJPA, CDW-G, INC. will offer and promote the defined contract services to NJPA qualified customers to include special cooperative pricing on contracted Technology Solutions and Related Services.

ARTICLE 4. CDW-G, INC. RESPONSIBILITIES

- 4.1 Assisting in the development of marketing this program, as well as providing general support and assistance, with promotion to all qualified NJPA customers. Marketing material to include, but not limited to, fliers, web site access and catalog entries.
- 4.2 Processing orders and providing service for contract products and services requested by NJPA qualified customers.
- 4.3 Submitting quarterly reports to NJPA for the total amount of qualified sales.
- 4.4 Submitting a **1%** administrative fee based on the total amount sold to all NJPA members nationally and internationally through this NJPA contract. AEPA customer restrictions apply (see 4.12). This fee shall be paid to NJPA quarterly. Reports and fees shall be submitted to NJPA in Staples, MN based upon each NJPA qualified customer's purchases to include any city, county, educational agency or non-profit organization. NJPA reserves the right to share the administrative fee on an individual basis with qualified members and participating marketing cooperatives.
- 4.5 Notifying NJPA of any price reductions, increases or new products or services introductions.
- 4.6 Offering technical assistance and education regarding the purchased products and services.
- 4.7 Offering this contract to all qualified customers as defined.
- 4.8 Assisting in the creation of marketing material to be used to market NJPA qualified members on a regular basis. The NJPA partnership, purchasing terms, ordering instructions, and any other information that both parties agree necessary will be identified in the marketing material.
- 4.9 Participating in the NJPA cooperative purchasing catalog marketing program.
- 4.10 CDW-G, INC. agrees to honor restrictions causing competition between AEPA and NJPA contracts. CDW-G, INC. agrees not to promote this NJPA contract to defined customers located in defined AEPA states participating with the AEPA technology

contracts without permission or special NJPA authority (see www.aepacoop.org). Unrelated or non-AEPA qualifying customers requesting service reserve the right to access the NJPA contracts.

- 4.11 Work in cooperation with NJPA to develop legal pathways and justifications for the contract usage for qualified customers.
- 4.12 Assume responsibility and customer satisfaction for all products and services delivered to NJPA customers as a result of this contract.

ARTICLE 5. NJPA ADMINISTRATIVE/ MARKETING RESPONSIBILITIES

- 5.1 Actively marketing NJPA contract. In cooperation with CDW-G, INC. develop a program to receive available leads from customers and forward them to CDW-G, INC. for follow-up.
- 5.2 Actively marketing the national and international contract opportunities in full cooperation with CDW-G, INC.
- 5.3 Acting as a liaison, if necessary, between NJPA qualified customers and CDW-G, INC. to resolve any customer assistance issues.
- 5.4 Assisting in the development of marketing brochures and providing general support and assistance in the marketing of this program to members.
- 5.5 Actively endorsing and marketing the defined services through the approved marketing avenues of NJPA nationally and internationally.
- 5.6 Providing opportunity to participate in the NJPA catalog marketing program at no cost to CDW-G, INC.
- 5.7 Enter into marketing contracts with interested ESAs and like cooperatives sharing marketing revenue as they elect to participate.
- 5.8 Work in cooperation with CDW-G, INC. to develop legal pathways and justifications for the contract usage for qualified customers.

ARTICLE 6. AUDITS

AUDIT RIGHTS - CDW-G, INC. agrees to allow NJPA, or its authorized personnel, on reasonable advance written notice, no more than once per calendar year, to review copies of CDW-G, INC.'s records for transactions conducted under this Agreement in order to verify the cost plus pricing structure charged hereunder.

ARTICLE 7. FEES

Submitting a **1%** administrative fee based on the total project amount sold to all NJPA members throughout the United States and Canada through this NJPA Technology Solutions and Related Services contract. AEPA customer restrictions apply (see 4.12). This fee shall be paid quarterly. Reports and fees shall be submitted to NJPA in Staples, MN based upon each NJPA qualified customer's purchases to include any city, county, educational agency or non-profit organization. NJPA reserves the right to share the administrative fee on an individual basis with qualified members and participating marketing cooperatives.

ARTICLE 8. TERM

- 8.1 **Term.** This contract shall become effective at the date of the IFB award and shall continue in force until termination by either party or the term has expired. This contract has the potential term of five years through successful annual renewals as allowed by Minnesota Law. There will be an optional yearly review of the contract, bid terms and conditions, overall bid product and service pricing and product and service additions and deletions as mutually agreed to by both parties. Performance criteria will be determined by NJPA in contract with CDW-G, INC.
- 8.2 **Termination.** This contract shall terminate immediately upon any one of the following events:
- 8.2.1 CDW-G, INC.'s voluntary or involuntary bankruptcy or insolvency;
- 8.2.2 CDW-G, INC.'s failure to remedy a material breach of this contract within 90 days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach;
- 8.2.3 Written receipt from any authorized agency finding the activities of CDW-G, INC., pursuant to this contract, to be in violation of the law, and;
- 8.2.4 Written notice of termination by either party herein 60 days prior to the tenth month of any current contract year.
- 8.3 **Rights and Obligations upon Termination.** Termination of this contract shall not release the party from the obligation to make payment of all amounts due and payable.

ARTICLE 9. MISCELLANEOUS

- 9.1 **Assignment.** Neither party shall have the right to assign or otherwise transfer its rights and obligations under this contract except with the prior written consent of the other party; provided that an affiliate, parent company or a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either party shall acquire all interest of such party hereunder. Any prohibited assignment shall be null and void.
- 9.2 **Relationship.** Each party is an independent entity under the terms of this Agreement. Neither party, by virtue of this contract will have any right, power, nor authority to act or create any obligation, expressed or implied, on behalf of the other party. Except as otherwise provided, or as may hereafter be established by a written contract executed by authorized representatives of the parties, all operational expenses by written contract executed by authorized representatives of the parties, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 9.3 **Governing Law.** This contract shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota and, when applicable, in cooperation with the laws of the Commonwealth of Virginia, without regard to conflicts of laws rules. Any action arising out of a dispute between the NJPA and CDW-G, INC. shall be brought in the court of Todd County, Minnesota. CDW-G, INC. consents and submits to the jurisdiction of the federal and state courts located in Todd County, Minnesota. NJPA and CDW-G, INC. waive the right to change venue. CDW-G, INC. further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding. With regard to disputes not specifically naming the NJPA as a party, the purchasing or related discrepancies shall be interpreted and construed in accordance with and governed by the laws of the

Commonwealth of Virginia, without regard to conflicts of laws rules. Any action arising out of a dispute between the NJPA and CDW-G, INC. shall be brought in Fairfax County, Virginia. Customers agree to consent to the jurisdiction of the federal and state courts located in Fairfax County, Virginia and submit to the jurisdiction thereof and waive the right to change venue. NJPA customers further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. All remedies set forth in this Agreement are in addition to, and not in lieu of, the remedies available to CDW-G, INC. at law or in equity.

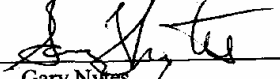
- 9.4 Hold Harmless. CDW-G, INC. shall hold harmless and indemnify NJPA and its Members from and against any and all final claims, demands, actions, lawsuits, proceedings, damages, liabilities, losses, costs and expenses arising from or directly related to CDW-G, INC.'s distribution of the products purchased under the Agreement. NJPA shall hold harmless and indemnify CDW-G, INC. and its successors from and against any and all final claims, demands, actions, lawsuits, proceedings, damages, liabilities, losses, costs and expenses arising from or directly related to NJPA's and its Members responsibilities under the Agreement.
- 9.5 Notices. Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, addressed to the following addresses of the parties, or at such other addresses as the respective parties may designate by like notice from time to time. Notices so given shall be effective upon (a) receipt by the party to which notice is given or (b) on the seventh (7th) day following the date such notice was posted, whichever occurs first.
- 9.6 Binding Effect. This contract binds and insures to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 9.7 Entire Agreement. The individuals signing this contract hereby represent that they are authorized on behalf of their respective organizations to execute this contract and the contract contains the entire understanding between the parties concerning the subject matter.
- 9.8 Severability. In the event that any of the terms of this contract are in conflict with any rule, law or statutory provision or otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and this contract shall continue in force, unless the invalidity or unenforceability of any such provisions hereof does substantial violence to, or where the invalid or unenforceable provisions compromise an integral part of or are otherwise inseparable from, the remainder of this Agreement.
- 9.9 Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 9.10 Amendments. This contract shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, other than by written amendment signed by both parties.

9.11 IN WITNESS WHEREOF, the parties have executed this contract effective the day and year reference in the Agreement.

CDW Government, Inc.

National Joint Powers Alliance

By 
Authorized Signature

By 
Gary Nyles

Title Program Sales Manager

Title 
Executive Director

Date 01/05/05

Date 12-21-04

Vendor Information

Vendor Name CDW Government, Inc.

Contact Name Maureen Isenberg Title Program Manager

Address 230 N. Milwaukee Ave., Vernon Hills, IL 60061

Phone 847-371-5639 Fax _____

Email maureen@cdwg.com

Web Site www.cdwg.com

CDW•G is proud to support the NJPA Consortium Contract # OC110204



At CDW•G, we're dedicated to making sure your technology solution meets your requirements before, during and after every purchase. We provide expert advice, superior customer support, competitive pricing, and extensive product and service offerings to ensure that government and education customers get the right technology, right away.

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- Pre-negotiated pricing, which means less hassle for your organization
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- CDW•G Software License Tracker to help your organization manage its licensing agreements and expiration dates, generate standard reports or create custom layouts

Mark Ellis
CDW•G Program Manager
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For more information,
visit CDWG.com/njpa
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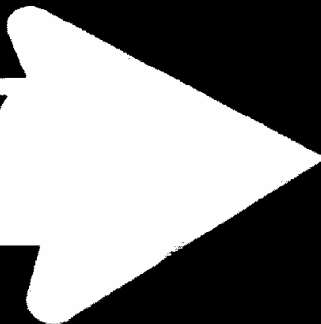
The Right Technology. Right Away.

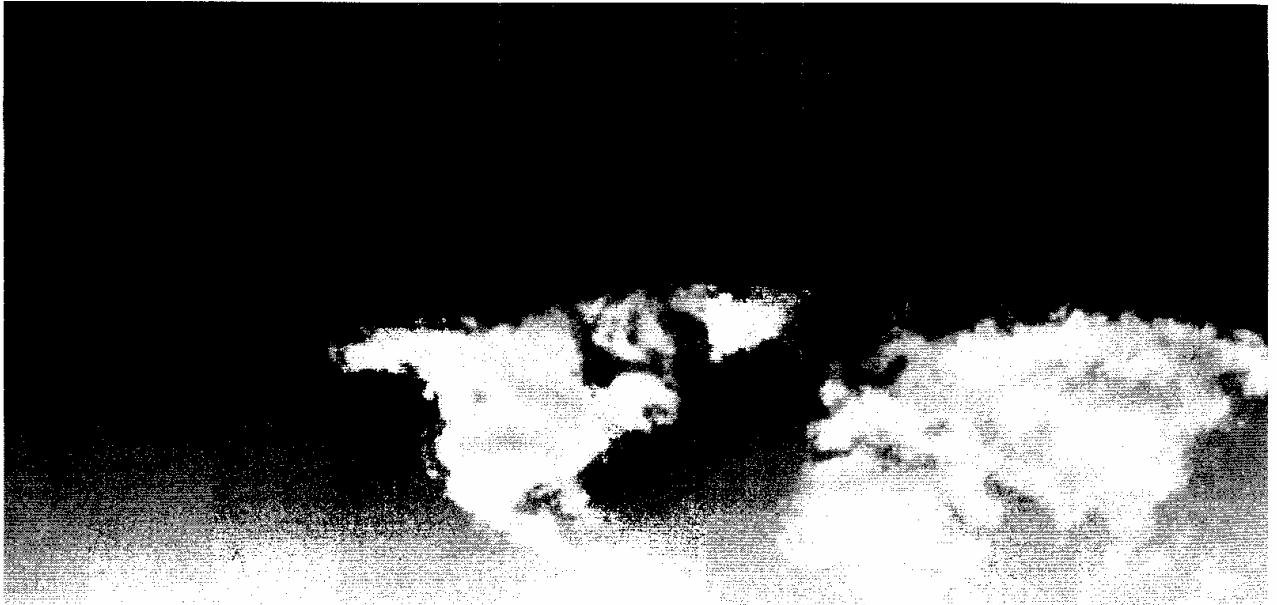
Creating an Alliance Between Buyers and Suppliers

ABOUT US

NJPA
National Joint Powers Alliance®

BETTER WAY





REALIZE THE POWER & VALUE of Contract Purchasing

Your organization has the opportunity to become one of over 22,000 member agencies that has access to discount pricing from over 45 nationally acclaimed vendors and thousands of competitively bid products.

NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation membership. Get started today at njpacoop.org



National Joint Powers Alliance®

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SAVE TODAY

With NJPA



A MESSAGE FROM OUR EXECUTIVE DIRECTOR

The National Joint Powers Alliance® (NJPA) is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. We are a Member-owned cooperative, serving all public and non-public educational systems, governmental agencies and non-profits.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15 and is enabled by M.S. 471.59 (The Joint Powers Law). This statute allows our Members to legally purchase off of our contracts without regard to their own competitive bidding requirements. The result of this cooperative effort is a large variety of nationwide, high volume, cost effective and legally bid contracts and services to help meet our Member and potential Member needs.

The Member benefits by enjoying:

- 1) Time and resource savings in the purchasing process;
- 2) Large volume pricing, regardless of the quantity needed, on quality products and services from national Vendors; and
- 3) The satisfaction of knowing that their purchases will combine with those of their sister agency Members to help drive down pricing even further in the future.

Over 22,000 organizations are currently enjoying the quality products and generous savings available through NJPA. Hundreds more are joining each month. Membership is free. Visit www.njpacoop.org to join and start saving today!

Gary Nytes

Executive Director
gary.nytes@njpacoop.org
218-894-5463





THE BASICS

NATIONAL JOINT POWERS ALLIANCE®

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. NJPA is also guided and enabled by M.S. 471.59, the Joint Exercise of Powers which defines the ability of two or more governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all public and non-public educational systems, governmental agencies and all non-profits.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15. One general purpose of the NJPA is to create and host a national municipal association's purchasing cooperative or alliance. The goal is to provide Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members.

Business Development & Marketing
njsacoop.org



NJPA is endorsed by, and is partnered with, the American Association of School Administrators (AASA), the National High School Athletic Coaches Association (NHSACA) and the National Organization of Coaches Association Directors (NOCAD). NJPA is also the sole sponsor of the monthly web cast trainings provided by the Association of School Business Officials International (ASBO).

OUR VISION

Creating an alliance between buyers and suppliers.

OUR MISSION

Striving to meet the needs of our Members by providing valued solutions that are respected by our suppliers.

OUR COMMITMENT

National Joint Powers Alliance® is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase the nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services that are coordinated and delivered through a cooperative effort between participating Members. NJPA is a national organization that serves as a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

At the National Joint Powers Alliance we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.



Duff

National Sales
duff@njpa.org
218



FAQs

Frequently Asked Questions

WHO IS NJPA?

The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

HOW IS NJPA GOVERNED?

NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

There is no cost, obligation or liability to join or participate in NJPA contracts.

HOW IS NJPA FUNDED?

NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partnering cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts. Any excess funds will be returned to participating agencies through a declared dividend program.

HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call Participating Memberships, are available to all other partnership agencies or organizations that go on-line to www.njpacoop.org, click on the join button and submit the required information. Full-voting Members are required to sign a Membership agreement and pay a one-time \$10.00 fee. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are free and carry no organizational liability.

FAQs

Frequently Asked Questions



DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

Yes. At this point all current Participating Members are a part of our Board of Advisors. We are currently in the process of appointing an "Executive Member Advisory Board." NJPA is developing a process to allow Members to be nominated by and then elected by the Membership.

WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF THE NJPA?

- *Access competitively bid contracts, procured by a municipal contracting agency that your agency is a part of.*
- *Nationally leveraged and aggregated pricing and services.*
- *No cost Membership. Membership establishes a legal paper trail between NJPA and the Member justifying contract access.*
- *Nationally acclaimed and recognized Vendors.*
- *Broad range of high quality products and services.*
- *Comfort level of contracts solicited, awarded and monitored by a municipal agency governed by publicly elected board of directors.*
- *NJPA conducts an annual independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.*
- *Considerable time and resource savings for participating Members.*
- *Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.*

CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and IFB contains language which includes all qualified customers in all fifty states. The IFB advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All IFB respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

CAN AGENCIES OTHER THAN GOVERNMENTAL AND EDUCATIONAL AGENCIES USE THE PROGRAM?

Yes, under M.S. 123A.21, all non-profit agencies may participate.

WHAT IS THE SPECIFIC STATUTE LANGUAGE THAT WILL GIVE MY AGENCY THE AUTHORITY TO PARTICIPATE?

Minnesota Statute 471.59 Joint Exercise of Powers Law and our enabling legislation are described in great detail on pages 8 and 9 of this document.



FAQs

Frequently Asked Questions

WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

WHAT IS THE SOLICITATION AND IFB PROCESS?

NJPA conducts a thorough nine-step process, described in full on pages 10 - 12 of this document, that includes:

- 1) Member research.
- 2) Market research.
- 3) Drafting and advertising an IFB.
- 4) Receiving bidders' responses.
- 5) Evaluating bidders' responses.
- 6) Making recommendations to the NJPA Board.
- 7) Posting approved contract documents.
- 8) Developing and implementing a joint marketing plan with awarded Vendors.
- 9) Reviewing and maintaining our contract throughout its term.

HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

NJPA contracts are made up of the terms and conditions of the IFB, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded Vendor.

FAQs

Frequently Asked Questions



WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online, download and complete a hard copy or call 888-894-1930 to receive your application by mail.

HOW DOES THE PURCHASE PROCESS FLOW?

After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific IFB of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

NJPA encourages all national Vendors to respond to the NJPA IFB solicitations. Our bids are solicited, advertised and posted on www.noticetobidders.com and in the Star Tribune.

HOW DO I GET MORE INFORMATION ABOUT NJPA?

Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Business Development & Marketing
218-894-5477 • mike.hajek@njpacoop.org

Duff Erholtz, National Sales Manager
218-894-5490 • duff.erholtz@njpacoop.org

ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**

NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.

- **M.S. 471.345 Subd. 1: Municipality Defined**

For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

- **M.S. 471.345 Subd. 15: Cooperative Purchasing**

Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a joint powers agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**

Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**

Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subdivision 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.

ENABLING LEGISLATION

Contracting Authority



THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting Law, M.S. 471.345.

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients".
- **M.S. 123A.21 Subd. 3: Membership and Participation**
Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.
- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative". More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed upon programs and services".
- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.
- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
Subd. 9 defines the Service Cooperative (SC) under (d) the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. (e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

PROCUREMENT PROCESS

Invitation for Bid Outline

Our competitive bid procurement and contract process begins and ends with our Members' needs. All bids facilitated by NJPA are done so through a "competitive bidding process" as defined under the Uniform Municipal Contracting Law (MN 471.345). As a municipal contracting agency, NJPA's strives to anticipate municipal procurement requirements that are shared between Member agencies. Through ongoing research, NJPA adopts those common requirements and facilitates a national solicitation, evaluation and contract process.

It is the desire of NJPA to meet our Members' procurement requirements, but it is ultimately the Member responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contacts. Our Invitation for Bid (IFB) process is continuously being refined to meet the changing needs of our Members. The desired result is a national, competitively bid procurement and contract process that is not only valued by Members, but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed Vendors. With NJPA, there is no need to duplicate the local formal competitive bid requirement... we've done all the hard work for you.

Our nine-step procurement process consists of:

1) MEMBER RESEARCH

Carried out at numerous national trade shows, we take the opportunity to not only display our current offerings, but also listen to our Members' needs in an effort to refine our current product and service offerings.

2) MARKET RESEARCH

Constant research helps us develop the best approach for each offering. Some industries lend themselves to an invitation for a manufacturer's response because a single manufacturer provides a complete industry solution through a number of authorized dealers. Other industries lend themselves to an invitation for a distributor response because individual distributors provide complete industry solutions as representative for a large number of manufacturers.

3) DRAFTING AND ADVERTISING AN IFB

This involves updating our largest, single document to meet the needs and requirements of our Members through the IFB scope, goal, intent and specifications for procurement of products and equipment. NJPA reserves the right to offer, invite and conduct a pre-bid meeting to educate potential responders and answer any questions and concerns surrounding the upcoming IFB. Questions that arise are received and addressed as defined within the general terms of the IFB.

NJPA advertises each IFB in the Minneapolis Star Tribune (print and web), as well as on www.noticetobidders.com, for two consecutive weeks. NJPA also posts bids on appropriate third party solicitation websites. NJPA desires to invite as many providers of products and equipment as possible; however, our postings require responders to meet stringent business practices, so not all providers have the ability or desire to respond. As a result, NJPA Members work with companies that demonstrate the highest level of service and delivery of products, equipment and best overall value at the lowest possible contract price.

PROCUREMENT PROCESS

Invitation for Bid Outline



4) RECEIVING BIDDERS' RESPONSES

Bids are time and date-stamped upon arrival at NJPA and are opened at a public ceremony specified in the IFB.

5) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "Responsiveness" of each bid received.

"Level One Responsiveness" includes:

- *Timely submission.*
- *Properly tabbed and organized bid.*
- *An electronic as well as physical copies of their submission.*
- *Original signatures on appropriate documents.*
- *Bid bond/bid security has been all properly submitted.*

The evaluation process continues with "Level Two Responsiveness", or the evaluation of the bid response by the Bid Evaluation Committee according to the procedures and parameters set by the IFB. Our typical IFB invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA Members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our Members.

The perceived procurement value of a bid to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- *Demonstrate the desire and ability to meet the goals, intent, scope and specification of the IFB.*
- *Pricing.*
- *Qualifications of bidder, including financial strength, experience in the market place and the strength of management team.*
- *References from past customers, including prior experience of NJPA.*
- *Selection and variety of products and equipment offered.*
- *Value-added products, services and support of bidder's products.*
- *Industry ranking and market place success.*
- *The bidder's ability and desire to market, sell and service NJPA Members nationally.*
- *A clear, concise, aggressive and effective marketing plan.*

The final evaluation is conducted using the "Bid Evaluation" form defined in the IFB. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison". This point-based system is used as a part of the final scoring and awarded Vendor determination.



PROCUREMENT PROCESS

Invitation for Bid Outline

6) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Bid Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract. A complete procurement file is organized and posted on our easily navigable website, offering the applicable evaluation, contract and solicitation documents where they can be reviewed by our Members.

7) POSTING APPROVED CONTRACT DOCUMENTS

A procurement file is posted on our website, which includes the applicable evaluation, contract and solicitation documents.

8) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the Vendor and Member to educate people about the benefits and uses of an awarded contract. We work with the awarded Vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications and produce a full color hard copy catalog and maintain a web site offering of the contract opportunities. NJPA exhibits with Vendor Partners, in numerous national trade shows and provide break-out meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

9) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its Member procurement needs. It is important to stress that NJPA does not eliminate Member responsibility for following the bid process, but rather, provides a nationally pre-competed option, so as not to duplicate the formal bid process.

NJPA contracts offer value to our Members through:

- *Saving our Members the time and effort of facilitating their own competitive bid.*
- *Volume pricing discounts associated with a national purchasing alliance.*
- *The highest quality products and equipment provided by nationally acclaimed Vendors.*

OUR PARTNERS

Contract Categories



TECHNOLOGY RELATED PRODUCTS & SERVICES

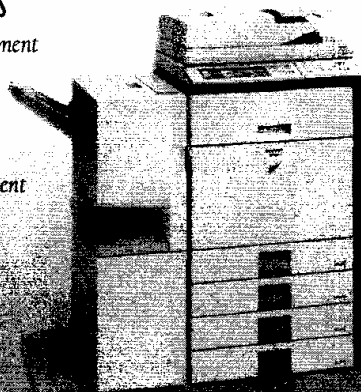
Administrative Software & Services
Classroom Sound Amplification
Computer/Technology Services, Equipment & Supplies
Copiers, Facsimile & Document Management
Telecommunications

FACILITY & ORGANIZATIONAL PRODUCTS & SERVICES

Athletic Surfaces
Classroom/Office Supplies & Furniture
Construction & Contractor Services
Custodial Supplies/Consulting Services
Facility Security & Equipment
Floorcovering/Carpeting
Portable/Modular Classroom & Office Buildings
Roofing/Facility Weatherproofing
Tools Supplies & Equipment

OTHER PRODUCTS & SERVICES

Athletic/Phy-Ed Supplies & Equipment
Buses & Vans
Equipment & Fixed Asset Leasing
Medical Supplies & Equipment
Postage Meters & Mailing Equipment
Heavy Equipment



STAPLES
Business Advantage®

TREMCO

GRAINGER
FOR THE ONES WHO GET IT DONE

tyler
TECHNOLOGIES

ATLAS
TRACK & TENNIS

LightSPEED

SCH
SCHOOL HEALTH®

Canon

SCHOOL
cube
.com

neopost

AUDIO ENHANCEMENT
FOR YOUR MEETING

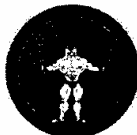
FEDERAL
CONTRACTS
CORP

FEDERAL
CONTRACTS
CORP

SHARP

CDW-G

NATIONAL
COOPERATIVE
LEASING



CATERPILLAR®

Steelcase®

HILLYARD
Optimize Your Charging Resources

SPACE BY
WILLIAMS
SCOTSMAN
Mobile Offices • Storage Products
Modular Buildings And More

IQC

NOVA
The Flight Simulator

TECHNICAL
SOLUTIONS

Milliken Contract

Bobcat

MONDO

HOGlund BUS & TRUCK
The Transportation Specialists

Interface FLOR

Tandus
EXPECT INNOVATION

GE
Security

You're in the Driver's Seat

PURCHASE IN THE FAST LANE

Are you stuck doing things "the way they've always been done"? Five minutes is all it takes to have FREE access to over 45 nationally bid contracts, thousands of products and the opportunity to shift your thinking.

Over 22,000 members are already enjoying the value of choice in purchasing. There is a better way...it's NJPA.

NJPA

280-1111
218-0111
985-0111
1000-1111

DELL**QUOTATION**

QUOTE #: 444303007

Customer #: 1115362

Contract #: N3005

Customer Agreement #: NASPOWSCA # A63307

Quote Date: 8/13/08

Date: 8/13/08 4:07:59 PM

Customer Name: TOWN OF DAVIE

TOTAL QUOTE AMOUNT:	\$40,782.88		
Product Subtotal:	\$40,782.88		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand, 19.0 Inch VIS, OptiPlex Precision and Latitude, Cu (320-5293)	166	\$235.54	\$39,099.64
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	166	\$0.00	\$0.00
Dell AS501PA Sound Bar for Entry Flat Panel Displays only With Adapter, Dell OPTI, PWS LAT, Customer Install (313-3437)	166	\$10.14	\$1,683.24
Number of S & A Items: 3		S&A Total Amount: \$40,782.88	

COMMENTS
GOOD FOR QUANTITY 100
OR MORE < ONLY >

SALES REP:	Simon Gervais	PHONE:	800-981-3355
Email Address:	simon_gervais@dell.com	Phone Ext:	47499

For your convenience, your sales representative, quote number and customer number have been included to provide you with faster service when you are ready to place your order. Orders may be faxed to the attention of your sales representative to 1-866-607-6914. You may also place your order online at www.dell.com/qto

This quote is subject to the terms of the agreement signed by you and Dell, or absent such agreement, to Dell's Terms of Sale.

Prices and tax rates are valid in the U.S. only and are subject to change.

*****Sales/use tax is a destination charge, i.e. based on the "ship to" address on your purchase order. Please indicate your taxability status on your PO. If exempt, please fax exemption certificate to Dell Tax Department at 888-863-8778, referencing your customer number. If you have any questions regarding tax please call 800-433-9019 or email Tax_Department@dell.com. *****

All product and pricing information is based on latest information available. Subject to change without notice or obligation.

LCD panels in Dell products contain mercury, please dispose properly.
Please contact Dell Financial Services' Asset Recovery Services group for EPA compliant disposal options at US_Dell_ARS_Requests@dell.com. Minimum quantities may apply.

Shipments to California: For certain products, a State Environmental Fee Of Up to \$10 per item may be applied to your invoice as early as Jan 1, 2005. Prices in your cart do not reflect this fee. More Info: or refer to URL www.dell.com/environmentalfee

DELL**QUOTATION****QUOTE #:** 444303503**Customer #:** 1115362**Contract #:** N3005**Customer Agreement #:** NASPOWSCA # A63307**Quote Date:** 8/13/08**Date:** 8/13/08 4:08:45 PM**Customer Name:** TOWN OF DAVIE

TOTAL QUOTE AMOUNT:	\$50,148.60		
Product Subtotal:	\$47,310.00		
Tax:	\$2,838.60		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	0

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
Dell UltraSharp 2208FP, Wide Panel w/Height Adjustable Stand, 22.0 Inch VIS, OptiPlex Precision and Latitude, Cu (320-6107)	166	\$275.00	\$45,650.00
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	166	\$0.00	\$0.00
Dell AS501PA Sound Bar for Entry Flat Panel Displays only With Adapter, Dell OPTI, PWS LAT, Customer Install (313-3437)	166	\$10.00	\$1,660.00
Number of S & A Items: 3		S&A Total Amount: \$47,310.00	

COMMENTS
GOOD FOR QUANTITY 100
OR MORE < ONLY >

SALES REP:	Simon Gervais	PHONE:	800-981-3355
Email Address:	simon_gervais@dell.com	Phone Ext:	47499

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